

EXHIBIT A



January 25, 2023

Liam Heeger
237 Madison Ave, Apt 1605
New York, NY 10016

Dear Liam,

We are very pleased to offer you a position with Jump Operations, LLC, a Delaware limited liability company ("Jump" or the "Company"). This offer of at-will employment is conditioned on your satisfactory completion of certain requirements, as more fully explained in this letter (the "Offer Letter"). Should you accept this offer, your employment will be subject to the terms and conditions set forth in this Offer Letter and in the attached Employment Terms, which override anything said to you during your interview process and any of the discussions about your employment with Jump.

Your offer of employment is conditioned upon your satisfactory completion of the following items:

1. your execution and return of Jump's enclosed Nonsolicitation, Noncompetition, and Confidential and/or Proprietary Information Agreements;
2. your execution and return of the attached Employment Terms;
3. receipt of satisfactory results to full background check; and
4. verification of your right to work in the United States.

This Offer Letter, the Nonsolicitation Agreement, the Noncompetition Agreement, the Confidential and/or Proprietary Information Agreement, and the Employment Terms constitute the "Employment-Related Agreements." You agree to devote your full business time, attention, and best efforts to the performance of your duties and to the furtherance of Jump's interests and to comply in all material respects with all applicable policies and procedures contained in the Company's Employee Handbooks and compliance policies.

Your employment at all times with Jump is "at will," meaning that either Jump or you may terminate this employment relationship at any time with or without Cause (as defined in the Confidential and/or Proprietary Information Agreement) or notice.

The dispute resolution, law and jurisdiction provisions contained in your **Confidential and/or Proprietary Information Agreement** shall apply to this Offer Letter (including to the Employment Terms) and our overall relationship. The Employment-Related Agreements may only be amended or modified by an express written agreement signed by you and by a duly authorized signatory of Jump.

Please give us a call if you have any questions about this offer, which, if not accepted in writing before then, will expire on February 7, 2023, but in no event less than fourteen (14) days after you receive this Offer Letter. We are excited to have you join our team and look forward to your acceptance!

Very Truly Yours,

Emily Whalen

Jump Operations, LLC
600 West Chicago Avenue · Suite 600 · Chicago, Illinois 60654

**EMPLOYMENT TERMS**

☐ All Employment Terms are subject to the terms and conditions of the preceding offer letter.

☐ You will be hired as a full-time Software Engineer, based in Chicago, IL and commencing on February 21, 2023.

☐ This is an Exempt position.

o Your position classification as "Exempt" means you are a salaried employee and are not eligible for overtime compensation.

Annual Base Salary:

\$200,000.00

Payable on the 15th and last day of each month at a semimonthly rate of \$8,333.33, effective on your first day of employment. All compensation is subject to applicable taxes.

Discretionary Bonus Eligibility:

Yes

Commencing in fiscal year 2023, you will be eligible to participate in the Company's discretionary bonus program pursuant to the Company's Incentive Bonus Plan (as it may be amended, restated, supplemented, or otherwise modified from time to time, the "Plan Document"), which is described in the attached Incentive Bonus Plan Summary. Discretionary bonuses are determined by the Company in its sole discretion. Any discretionary bonus or portion thereof may be awarded as either an "Immediate Bonus Award" or a "Deferred Bonus Award" as defined in and pursuant to the Plan Document and the terms of your bonus award and shall be paid in accordance with the terms and subject to the conditions therein. As explained in the Plan Document and the Incentive Bonus Plan Summary, if due, the Immediate Bonus Award portion of your bonus will vest and will be paid on the date that your department or trading team (as applicable) receives their Immediate Bonus Awards for the fiscal year, which shall be within two and a half months following the end of the fiscal year to which such bonus relates.

Sign-On:

Yes

You will be issued a sign-on bonus of \$25,000.00 ("Sign-On Bonus"), subject to applicable taxes, on your second paycheck. If within twelve (12) months of your start date you either (x) voluntarily terminate your employment with the Company for any reason whatsoever other than the Company's material breach of the Employment-Related Agreements when such breach, if curable, goes uncured for more than five (5) business days following receipt of written notice of breach from you or (y) are terminated for Cause, you agree to repay to the Company the Sign-On Bonus minus a pro rata amount for the amount of time you were actively employed by the Company during that twelve (12) month period. The Company is authorized to deduct any repayment amount from your final paycheck. You agree to repay any remaining balance within thirty (30) days after the effective date of your separation of employment.

One-Time Guaranteed Minimum Bonus:



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Subject to the terms set forth below, you will receive an annualized One-Time Guaranteed Minimum Bonus of \$200,000.00 for the fiscal year of your department or trading team ending on the last day of December of 2023 (the "Fiscal Year End Date"), pro-rated based on when in the fiscal year your employment commences, subject to applicable taxes. Fifty percent of this One-Time Guaranteed Minimum Bonus will be an Immediate Bonus Award and fifty percent will be a Deferred Bonus Award. Such Immediate Bonus Award, if due, will be paid on, or within two-and-one-half months following, the Fiscal Year End Date. One-half of such Deferred Bonus Award, if due, will be paid six months following the Fiscal Year End Date and the remaining half, if due, shall be paid twelve months following the Fiscal Year End Date.

You will not receive any unvested amounts of your One-Time Guaranteed Minimum Bonus in the event that prior to vesting (1) you voluntarily terminate your employment with the Company for any reason whatsoever other than the Company's material breach of the Employment-Related Agreements when such breach is not cured within five (5) business days following receipt of written notice of breach from you, (2) you are terminated by the Company for Cause (as defined in the Confidential and/or Proprietary Information), or (3) you materially breach your obligations to the Company as set forth in the Employment-Related Agreements. This One-Time Guaranteed Minimum Bonus applies to the 2023 fiscal year only and is not a guarantee or indication of any future bonus amount (if any) that may be awarded pursuant to the discretionary bonus program. If your employment commences on a date that is later than the start date indicated in your Offer Letter for reasons other than a delay solely attributable to Jump, this One-Time Guaranteed Minimum Bonus may, in Jump's sole discretion, be pro-rated based upon your actual start date. Where a bonus award payment date is not a business day, that payment will be made on the immediately prior business day. The Company reserves the right to pay any unvested portion of your One-Time Guaranteed Minimum Bonus prior to the vesting date for such amounts, provided that (1) any such payment must occur in the same calendar year as the vesting date for such amounts, and (2) any such payment shall be subject to such terms and conditions as may be agreed in writing between yourself and the Company.

Notwithstanding anything to the contrary herein or in the Plan Document, in the event that prior to payment of one or more portions of this bonus (x) you are terminated by the Company without Cause or (y) you voluntarily terminate your employment with the Company due to the Company's material breach of the Employment-Related Agreements where such breach is not cured within five (5) business days following receipt of written notice of breach from you, then it shall not be a requirement to remain actively employed by the Company through the end of the designated vesting period(s) nor shall it be a requirement that you have not given or received notice of termination on or before the bonus payment date(s) in order to vest in any remaining unvested portions of this bonus.

Relocation Assistance:

Eligible

Following your acceptance of this offer, you will be contacted by a relocation counselor who will explain the details of this benefit. All arrangements will be made through Jump's relocation counselor.

Vacation Days:

20

You will be eligible for paid time off each year, prorated based on your start date through the end of the calendar year.

Benefits:

Jump Operations, LLC

600 West Chicago Avenue · Suite 600 · Chicago, Illinois 60654



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As an employee of Jump, you will be eligible to participate in our comprehensive benefits program as outlined in the accompanying materials.

I have read, I understand, and I hereby accept Jump's offer of employment and the terms set forth herein. I represent, warrant, and covenant to Jump that I am under no contractual commitments inconsistent with my obligations to Jump and that I have not violated and will not violate any existing confidentiality, nonsolicitation, or noncompetition obligations to which I am subject. I understand that my employment with Jump is considered "at will," meaning that either Jump or I may terminate this employment relationship at any time with or without cause or notice.

Accepted By:

Liam Heeger

Liam Heeger

Date: 31 January 2023

Jump Operations, LLC

600 West Chicago Avenue · Suite 600 · Chicago, Illinois 60654



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JUMP OPERATIONS, LLC AND ITS AFFILIATES
(THE "COMPANY")

INCENTIVE BONUS PLAN SUMMARY

This overview of the Incentive Bonus Plan (the "Plan Document") contains important information regarding the payment of bonuses. Any capitalized terms used and not defined herein shall have the meanings given to them in the Plan Document. In the event of any inconsistency between this summary and the Plan Document, the Plan Document shall govern. Please contact Human Resources to receive a copy of the Plan Document.

Bonus Award:

All bonuses granted under the Plan Document ("Incentive Bonuses") are subject to two possible types of payouts: immediate (an "Immediate Bonus Award") and deferred (a "Deferred Bonus Award"). Except as may be specified by the Company in writing at the time of an award grant, where a Deferred Bonus Award is granted, fifty percent of the Incentive Bonus will be an Immediate Bonus Award and fifty percent will be a Deferred Bonus Award. Unless the document granting an Immediate Bonus Award and/or a Deferred Bonus Award provides otherwise, such awards shall be allocated and paid as follows, subject to the vesting conditions described below:

1. the portion of an Incentive Bonus award that is granted as an Immediate Bonus Award shall be paid on, or within two-and-one-half months following, the last day of the relevant fiscal year for the employee's trading team or department (such fiscal year being the "Performance Period" and such payment date being the "Immediate Bonus Award Payment Date"); and
2. for employees who are newly eligible to participate in the Incentive Bonus Plan, the portion of an Incentive Bonus award that is granted as a Deferred Bonus Award, if any, will be paid in two equal installments, the first of which will be paid six months and the second of which will be paid twelve months following the end of the Performance Period.

Except as otherwise agreed by the Company in writing in a specific instance, the amount and type of any discretionary bonus award shall be determined by the Company in its sole and absolute discretion, and may be based, in whole or in part, on individual performance and/or the profitability of the Company or of a particular business unit for the relevant Performance Period. The Company will determine discretionary bonus awards at the conclusion of each Performance Period. Except as otherwise agreed by the Company in writing in a specific instance, all Incentive Bonus awards shall be subject to the vesting conditions described below.

Vesting Period and Illustrative Chart:

"Vesting" refers to your entitlement to a bonus payment. Any portion of an Incentive Bonus that does not vest will not be paid. Except as otherwise agreed by the Company in writing in a specific instance, the relevant portion of an Incentive Bonus will vest when the designated vesting period has ended if through the end of that period:

1. The employee remains employed by the Company;
2. The employee has not given or received notice of termination for any reason on or before the bonus payment date; and
3. The employee has complied with the employee's material obligations to the Company, including noncompetition, nonsolicitation, and confidentiality obligations.

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The vesting period for Immediate Bonus Awards shall end on the Immediate Bonus Award Payment Date. The vesting period for each portion of a Deferred Bonus Award shall end on the specified payment date for that portion of the Deferred Bonus Award.

To illustrate the foregoing, in the event that the Company grants a newly eligible employee both an Immediate Bonus Award and a Deferred Bonus Award, the bonus awards for such employee will be subject to the allocations and vesting schedule below, unless the document granting such Immediate Bonus Award and Deferred Bonus Award provides otherwise:

Percentage of Total Incentive Bonus	Type of Award	Vesting and Payment Date
50%	Immediate Bonus Award	Team or department Immediate Bonus Award Payment Date
25%	Deferred Bonus Award	6 months following the conclusion of the Performance Period
25%	Deferred Bonus Award	12 months following the conclusion of the Performance Period

Where a bonus award payment date is not a business day, that payment will be made on the immediately prior business day. All payments are subject to applicable taxes and governmentally required withholdings at the time of payment. The Company reserves the right to institute different award allocations and/or vesting dates for any particular Incentive Bonus award at the time such award is granted. The Company may amend, supplement, restate, or otherwise modify the Plan Document from time to time in its sole discretion. If at any point there is no operative separate Plan Document then this Incentive Bonus Plan Summary shall constitute the Plan Document.

Interest:

The Company may pay, but shall not be obligated to pay, interest on an annual basis on Deferred Bonus Awards in amounts to be determined by the Company in its sole discretion.